



CITY COUNCIL

AGENDA REQUEST

AGENDA OF:	02-15-11	AGENDA REQUEST NO:	III-B
INITIATED BY:	MICHAEL LEECH, ASSISTANT PUBLIC WORKS DIRECTOR <i>ML</i>	RESPONSIBLE DEPARTMENT:	PUBLIC WORKS
PRESENTED BY:	MICHAEL LEECH, ASSISTANT PUBLIC WORKS DIRECTOR <i>ML</i>	DEPARTMENT HEAD:	MIKE GOODRUM, DIRECTOR OF PUBLIC WORKS <i>Mw6</i>
		ADDITIONAL DEPARTMENT HEAD (S):	CHRISTOPHER STEUBING, P.E., CITY ENGINEER <i>CLS</i>
SUBJECT / PROCEEDING:	2011 PUBLIC WORKS ON-CALL PAVEMENT REHABILITATION PROJECT		
EXHIBITS:	CONTRACT		
CLEARANCES		APPROVAL	
LEGAL:	JOE MORRIS <i>JM</i> CITY ATTORNEY	ASST. CITY MANAGER:	KAREN DALY <i>Kd</i>
PURCHASING:	TODD REED PURCHASING MANAGER <i>P</i>	ASST. CITY MANAGER:	N/A
BUDGET:	JENNIFER BROWN <i>JB</i> BUDGET & RESEARCH DIRECTOR	CITY MANAGER:	ALLEN BOGARD <i>Allen Bogard</i>
BUDGET			
EXPENDITURE REQUIRED: \$		248,500.00	
CURRENT BUDGET: \$		248,500.00	
ADDITIONAL FUNDING: \$		N/A	
RECOMMENDED ACTION			
Authorize a contract between the City and S&C Construction for the 2011 Public Works On Call Pavement Rehabilitation Project in a maximum amount of \$248,500.00.			

EXECUTIVE SUMMARY

In November 2009, the City Council gave the City Manager the authority to authorize the procurement of services through the Competitive Sealed Proposals Process. Texas Local Government Code Section 271.116 enables a municipality to solicit construction services via competitive sealed proposals. The process enables the City to award a services contract based not only on price, but also on other important, weighted criteria such as relevant construction experience, financial stability, City of Sugar Land experience, proposed construction process methodology, etc.

On December 1, 2010, six Competitive Sealed Proposals were received for the 2011 Public Works On-Call Pavement Rehabilitation Project. A team consisting of members of the Engineering, Public Works, and Fiscal Services Departments evaluated the proposals. The Engineering and Public Works Department team members evaluated all of the weighted criteria except the total proposed cost. This cost criteria was evaluated only by the Fiscal Services Department. The evaluators independently reviewed the proposals and scored them relative to the weighted criteria. The criteria are as follows:

- References (20%)
- Cost (40%)
- Construction Methodology & Resources (40%)

Based on the evaluations conducted by the team relative to the project evaluation criteria, the Public Works Department is recommending award of a construction contract in the amount of \$248,500.00 to S&C Construction. S&C has successfully completed a series of paving, sidewalk and utilities related projects for the City over the course of many years including the FY10 and FY11 Public Works On Call Pavement Rehabilitation Project and is in good standing.

The scope of the project will include the removal and replacement of approximately 3,530 square yards of pavement failures. The types of repairs addressed through this contract generally include small pavement repairs and storm sewer inlet apron reconstruction. This project is beneficial to the City in that it allows for the quick repair of small pavement problems that occur throughout the year. Larger pavement repairs are addressed through the annual Pavement Rehabilitation CIP project. Addressing the larger and smaller repairs through separate contracts has enabled staff to keep pricing competitive in both contracts. Similar to the last few years, funding for this project will be taken from several sources. The first is the Public Works Street and Drainage Division operational budget and the second is from the Localized Drainage CIP project.

Funding Source	Account / Project Number	Amount
Street and Drainage Division Operational Budget	010-1410-514.41-80	\$148,500
CIP Project	DR1102-Localized Drainage Improvements	\$100,000

The Public Works Department recommends the City Council authorize a contract between the City and S&C Construction for the 2011 Pavement Rehabilitation Project in a maximum amount of \$248,500.00.

EXHIBITS

CITY OF SUGAR LAND
STANDARD CONTRACT FOR CIVIL ENGINEERING CONSTRUCTION PROJECTS
(Rev. 11-2-09)

This City of Sugar Land Standard Contract for Civil Engineering Construction Projects (Contract) is made between the City of Sugar Land, Texas (City), and the Contractor. The City and the Contractor agree to the terms and conditions of this Contract, which consists of the following:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Contract Documents
- IV. Signatures

I. Summary of Contract Terms.

Project: On-Call Pavement Rehabilitation

Contractor: S&C Construction

Name of Engineering Firm, if any: N/A

Name of Owner's Project Manager: Henry Vavrecka

Base Bid: \$248,500.00

Alternate Bid Item Nos.: N/A

Total Alternate Bid Items Amount: \$ N/A

Contract Price (Base Bid + Alternates): \$248,500.00, as may be adjusted by Change Orders

Effective Date of Contract: On the latest date of the dates executed by both parties

Date to Begin Work: Date specified in Notice to Proceed

Substantial Completion: Contractor must achieve Substantial Completion within 200 Calendar Days from date specified in Notice to Proceed, as the time may be adjusted by Change Order

Final Completion: Contractor must complete the Punch List within 30 Working Days from Substantial Completion

Liquidated Damage Amount for Failure to Meet Time for Substantial Completion: \$ 500 per Working Day

Liquidated Damage Amount for Failure to Complete Punch List Items by Time for Final Completion: \$ 50 per Working Day

[The Legal Department has prepared this form contract for use by City employees without further legal review. The form allows for employees to insert information in specific provisions as necessary to complete the contract. The remaining Contract provisions are "read only" and may only be changed by the Legal Department. The Legal Department's signature on the contract assumes that City employees have not changed the form.]

II. Standard Contractual Provisions.

A. Definitions.

Contract means this Standard Contract for Civil Engineering Construction Projects, comprised of the:

1. Summary of Contract Terms (Section I),
2. Standard Contractual Provisions (Section II),
3. Contract Documents (listed in Section III), and
4. Signatures (Section IV).

Project means the project identified in Section I above.

Work means all labor, materials, equipment, and services necessary to construct, erect, install, equip and complete the Project.

B. Work. The Contractor will complete the Work according to the Contract requirements.

C. Payment. Subject to the terms of the Contract, the City will pay the Contractor the sum(s) as shown in Section I above plus any additional sums approved by Change Order. All payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to other requirements of this Contract and Chapter 2251 of the Texas Government Code.

D. Law Governing and Venue. Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

E. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

F. Independent Contractor. Contractor will perform the Work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the Work to be performed by Contractor under this Contract. The Contractor will perform the Work in a workmanlike manner and take proper care and precautions to insure the safety of Contractor's officers, employees, and agents.

G. Labor Classification and Minimum Wage Scale. The Contractor must comply with Chapter 2258 of the Texas Government Code. This statute, among other things, requires all contractors and subcontractors performing public works contracts for a municipality to:

1. pay the prevailing wage rate as determined by the municipality, a copy of which is attached as the Labor Classification and Minimum Wage Scale;
2. keep records of the name and occupation of each worker, laborer and mechanic employed by them to work on the Project and the actual per diem wages paid to each; and
3. forfeit, as a penalty, sixty dollars per day for each laborer, worker, or mechanic who is not paid the stipulated wage for the type of work performed by him as shown in the attached

Labor Classification and Minimum Wage Scale. The City is authorized to withhold the penalty amount from the Contractor's payment, as provided in the statute.

I. Compliance with Laws. The Contractor will comply with all laws and regulations applicable to its business operations and the Work. The Contractor represents that it has complied with the federal immigration and citizenship laws.

J. Severability. The provisions of this Agreement are severable and the invalidity of any part of this Agreement will not affect the validity of the remainder of this Agreement.

K. Cumulative Remedies. The rights and remedies provided in this Contract, or otherwise under applicable laws, shall be cumulative and the exercise of any particular right or remedy shall not preclude the exercise of any other right or remedies in addition to, or as an alternate of, the right or remedy.

III. Contract Documents. The Contractor must comply with the following additional Contract Documents, which are part of this Contract and are incorporated by reference:

1. General Conditions
2. Special Conditions, if any
3. Technical Specifications, including any special shoring requirements
4. Engineer's Plans and Drawings
5. Geotechnical Report, if any
6. Contractor's Bid for the Project
7. Performance Bond
8. Payment Bond
9. Labor Classification and Minimum Wage Rates
10. State of Texas Workers' Compensation Insurance Coverage Addendum
11. Minimum Insurance Policy Limits for Large Construction Projects
12. Contractor's Insurance
13. Notice to Proceed
14. Contractor's Affidavit of Bills Paid
15. Notice to Bidders
16. Instructions to Bidders
17. Change Orders
18. Addenda
19. Conflict of Interest Questionnaire

If there is a conflict between or among the terms of the Contract the City will determine which provision applies.

(Signature Page Follows)

IV. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF SUGAR LAND

By: _____

Name: _____

Title: _____

Date: _____

CONTRACTOR: SCL CONSTRUCTION

By: Roger L. Douglas

Name: ROGER L. DOUGLAS

Title: PRES.

Date: 1/13/11